

**FAUQUIER COUNTY GOVERNMENT
REQUEST FOR PROPOSAL**

Issue Date: April 23, 2003

RFP#: 85-03DE

Title: Property and Casualty Insurance – Fire and Rescue Association

Issued By: Fauquier County Government and Public Schools
Finance Department/Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

Using Department: Risk Management

Sealed Proposals Will Be Received Until **3:30 p.m., May 14, 2003** For Furnishing the Services Described Herein.

All inquiries for information regarding procurement policies and procedures should be directed to: Diane Erway, CPPO, CPPB, VCO, VCCO, Director of Procurement :
Phone (540) 428-8712 Fax (540) 347-5753, e-mail: diane.erway@fauquiercounty.gov

Inquiries regarding specifications/requirements or requests for engineering or loss control visits should be directed to Sheila D. Farmer, Risk Manager:
Phone (540) 428-8732 Fax (540) 349-3205, e-mail: sheila.farmer@fauquiercounty.gov

Period of Contract: One year from date of award with the option to renew for four (4) additional one year periods.

IF PROPOSALS ARE MAILED OR HAND DELIVERED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE.

In compliance with this request for proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Title

Signature (In Ink)

Date: _____

Zip Code: _____

FEI/FIN #: _____

Telephone No: _____

Email Address: _____

Fax Number: _____

CERTIFICATION PAGE
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* These forms must be signed and returned with proposal.

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from licensed qualified sources to establish one or more contracts through competitive negotiation to provide certain Property/Casualty, Worker's Compensation, and Accident and Sickness Insurance Coverage for Fauquier County Fire and Rescue Association as outlined herein.

- 1.1 This solicitation is issued by Fauquier County Procurement Division on behalf of Fauquier County Fire and Rescue Association herein referred to as "Owner".
- 1.2 For ease of reference, each vendor submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".
- 1.3 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Offeror will be required to sign a contract with the Owner.

2. **BACKGROUND**

Fauquier County is located approximately 40 miles southwest of Washington D.C. and borders the Washington Standard Metropolitan Statistical Area. The County is bounded to the west by Culpeper and Rappahannock counties, to the south by Stafford County, to the north by Loudoun, Warren, and Clarke counties, and to the east by Prince William County. Fauquier County can be accessed by four major highways including Routes 28, 29, 55, 211 as well as Interstate 66.

Fauquier County is approximately made up of 600 square miles, or 442,000 acres. The incorporated towns of Warrenton, Remington, and The Plains are located within Fauquier County's borders.

Fire, rescue and emergency services are provided to the citizens of Fauquier County through a combination of career and volunteer services. The County's Office of Fire and Emergency Services (DFES) provides the career service staff to support the volunteer Fauquier Fire & Rescue Association.

The Association is comprised of thirteen volunteer fire and rescue companies. The OES is responsible for managing County contracts with the 13 respective fire and rescue companies. Together this joint venture provides emergency response to over 10,000 emergency calls annually. Career service staff is on duty 5 days/week, 12 hours/day, Monday through Friday, with the Chief DFES or designee available 24 hours for emergency calls.

The bulk of the services provided weekends and at nights is by citizen volunteers.

The target response time to emergencies in 2002 was 10 minutes for over 660 sq. miles. A combined Fiscal Year 2002 budget for Fire, Rescue and Emergency Services is \$3.5 million.

2.1 Summary of Insurance

- 2.1.1 The following summary is provided to outline the Fiscal Year 2004 Property & Casualty, Workers Compensation and Accident & Health policies minimum coverage requested to protect the Fire and Rescue Association.
- 2.1.2 Offeror's shall clearly outline their proposed coverage vs. the existing coverage in their proposal. This shall include exclusions, extension's of coverage, limitations and rate information.
- 2.1.3 Loss Run Submission Minimum Requirements: Offeror shall be required, at a minimum, to provide quarterly loss summary history.

Named Insured

Fauquier County Fire and Rescue Association, et al. means:

The Fauquier County Fire and Rescue Association and:

Company

- 1. Warrenton Volunteer Fire Company, Inc.
167 W. Shirley Avenue
Warrenton, VA 20186
- 2. Remington Volunteer Fire & Rescue Department, Inc.
P. O. Box 159
Remington, VA 20116
- 3. Marshall Volunteer Fire Department, Inc.
P. O. Box 207
Marshall, VA 20198
- 4. The Plains Volunteer Fire Company
P. O. Box 93
The Plains, VA 20185
- 5. Upperville Volunteer Fire Company, Inc.
P. O. Box 237
Upperville, VA 20185
- 6. Warrenton Volunteer Rescue Squad
P. O. Box 237
Upperville, VA 20185
- 7. Catlett Volunteer Fire Company, Inc.
Box 174

Catlett, VA 20119

8. Goldvein Volunteer Fire, Inc.

P. O. Box 121

Goldvein, VA 227

9. Marshall Volunteer Rescue Squad, Inc.

P. O. Box 225

Marshall, VA 20188

10. New Baltimore Volunteer Fire & Rescue Company, Inc.

P. O. Box 310

Broad Run, VA 20137

11. Orlean Volunteer Fire Company, Inc.

P. O. Box 15

Orlean, VA 20128

12. Cedar Run Rescue

P. O. Box 152

Catlett, VA 20119

13. Lois Volunteer Fire Department, Inc.

P. O. Box 137

Bealeton, VA 22712

Additional Insured:

Fauquier County and Board of Supervisors of Fauquier County, et al

With regard to all property losses, settlement will be made to the first named insured on behalf of the other relevant party or parties.

3. SCOPE OF WORK/STATEMENT OF NEEDS

3.1 Requirements

Package Policy

Property

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

Guaranteed Replacement Cost - Buildings

\$ 747,305 Contents & Blanket Limit

12 Months Actual Loss Sustained – Extra Expense/Business Income/Rental Value

SUBLIMITS:

\$ 500,000 Flood

\$ 500,000 Earthquake

PERILS INSURED:

Any cause of direct physical loss or damage subject to policy terms, conditions, and exclusions.

CONISURANCE:

Coinsurance does not apply to coverage shown above.

VALUATION:

Guaranteed Replacement Cost – Real and Personal Property

Actual Loss Sustained – Business Income/Extra Expense/Rental Value

DEDUCTIBLE:

\$ 500 Per Occurrence – Real and Personal Property

Nil Extra Expense/Business Income/Rental Income

\$ 1,000 Flood

\$ 1,000 Earthquake

EXTENSIONS OF COVERAGE:

\$ 5,000 Debris Removal or 25% Direct Physical Loss – 180 Days

\$ 1,000 Fire Department Services

\$ 10,000 Property Off-Premises

\$ 1,000,000 Newly Acquired – Real Property

\$ 500,000 Newly Acquired – Personal Property

\$ 1,500/\$5,000 Personal Effects – Per Person/All Persons

\$ 10,000 Pollution Cleanup – 180 Days Limited Coverage

\$ 250,000 Software

\$ 5,000 Money & Securities – On Premises

\$ 5,000 Money & Securities – Off Premises

\$ 25,000 Hazardous Substance

Equipment Breakdown Coverage

Building Ordinance Coverage

Valuable Papers

Accounts Receivable

Trees, Shrubs, Plants

Outdoor Signs

Events & Loss of Income

Boiler & Machinery

Perils/Property

Exterior Signs

Sirens & Antennas

Commandeered Property

Automatic Inflation Adjustment

Mortgage Holders:

F&M Bank – Peoples

F&M Bank – Peoples

F&M Bank – Peoples

F&M Bank – Building

Interest In:

4160 Rectortown Road – Fire Station

4160 Rectortown Road – Bingo Building

4160 Rectortown Road – Concession Stand

4160 Rectortown Road – Fire Utility Building

Cancellation: 90 days of cancellation, non-renewal, or material change in rate or form.

2003-2004 Statement of Values

Loc. No.	Description	Year Built	Sq. Ft.	100% Values	
				Buildings	Contents
1	Warrenton Voluntary Fire Department, W. Shirley Avenue, Warrenton, VA, PC-6, 1992 natural gas furnace	1980	5,760	\$1,500,000	\$75,000
1A	Tower			\$2,000	\$0
1B	Gazebo and Stage	1999	600	\$20,000	\$0
2	Catlett Voluntary Fire Department, S/S Route 28, Catlett, VA< PC-9, 1995 propane furnace	1972	2,808	\$355,000	\$65,550
2A	Fire Hall, PC-9	1972	2,160	\$260,165	\$45,000
2B	Hamburger Building, PC-9	1976	420	\$26,500	\$3,500
2C	Fire Booth, PC-9	1976	612	\$10,000	\$0
2D	Tower			\$2,000	\$0
2E	Concession Stand			\$3,298	\$0
2F	Concession Stand			\$3,698	\$0
2G	BBQ Pit			\$1,956	\$0
2H	Concession Stand			\$2,580	\$0
2I	Concession Stand			\$3,500	\$0
2J	Storage Building			\$5,500	\$)
3	Cedar Run Rescue, N/S Route 28, Catlett, VA, PC-9, 23 year old gas furnace	1978, 1979	3,500	\$600,000	\$50,000
3A	Tower			\$2,000	\$0
3B	Dwelling			\$180,000	\$0
3C	Storage Building			\$15,000	\$0
3D	Storage Building			\$7,600	\$0
4	Warrenton Rescue, 200 Hospital Drive, Warrenton, VA, PC-6, 1985 gas furnace	1983	4,200	\$2,000,000	\$86,000
4A	Warrenton Rescue Storage Building	1998	1728	\$3,000	\$2,000
5	Marshall Fire Department, Marshall, VA, PC-10, 1992 propane furnace	1979	3,200	\$1,150,000	\$75,000
5A	Marshall Bingo Building, PC-10	1981	2,200	\$6,300	\$3,500
5B	Food Booth, PC-10	1980	1,400	\$30,000	\$18,500
5C	Utility Building, PC-10	1980	1,350	\$25,000	\$25,000
6	Marshall Rescue Squad, Marshall, VA, PC-10, 1995 gas/electric heat pump	1979	3,200	\$600,000	\$60,000
6A	Tower			\$2,000	\$0
6B	Ladies Auxiliary Building	1994	300	\$3,000	\$1,000
7	Orlean Fire Dept., Orleans, VA, PC-10, 1972 baseboard, heat pump and gas forced heating system	1977	2,200	\$250,000	\$30,000
7A	Storage Building			\$60,000	\$20,000
7B	Tower			\$2,000	\$0
8	The Plains Fire Dept., The Plains, VA, PC-9, 1994 oil furnace	1973	4,800	\$550,000	\$70,000
8A	Tower			\$2,000	\$0
9	New Baltimore Fire Dept., Broad Run, VA, PC-10, 5317 Lee Highway, 1984 oil furnace, 1797 heat pump	1974	4,800	\$600,000	\$60,000
9A	Tower			\$2,000	\$0
9B	Building/Dwelling			\$90,000	\$0
9C	Building			\$10,000	\$0

Loc. No.	Description	Year Built	Sq. Ft.	100% Values	
				Buildings	Contents
9D	Building			\$30,000	\$10,000
10	Lois Fire Dept., Bealeton, VA, PC-6, 1990 gas fired furnace	1980	5,600	\$500,000	\$65,000
11	Remington Fire Dept., Remington, VA, PC-6, 1990 gas fired furnace	1952	5,100	\$700,000	\$65,000
11A	Refreshment Stand, PC-6		1,500	\$50,000	\$15,000
11B	Storage Building, PC-6		1,500	\$7,350	\$7,000
11C	Tower		1,500	\$3,000	\$0
12	Upperville Fire Department, Upperville, VA, PC-9, 1995, LP gas furnace	1957	2,289	\$280,000	\$30,000
12A	Storage Building, PC-9		640	\$4,305	\$4,305
12B	Garage, PC-9		640	\$4,500	\$10,000
13	Goldvein Fire Department, Goldvein, VA, PC-9, 1994 propane furnace	1970	2,880	\$220,000	\$40,000
13A	Tower			\$2,000	\$0
14	Dwelling, Marshall Fire Department, 4154 Rectortown Road, Marshall, VA			\$85,000	\$0
15	F&R Burn Training Facility, Route 674, Warrenton, VA – Concrete Aluminum Boxite w/Steel Reinforce		960	\$100,000	\$0
16	3576 Catlett Road Vacant Building			\$63,648	\$0
Total Values – 100%				\$10,435,900	\$747,305

Portable Equipment

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POILCY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

\$2,420,784 Blanket limit – **Unscheduled**, Volunteer F&R Emergency Portable Equipment –

See attached for underwriting.

\$ 63,200 Scheduled Equipment – See attached

\$ 50,000 Non-Owned

PERILS INSURED:

“All Risk” form. Include electrical disturbance (surge) coverage with no footage or source limitation.

WATERBORNE PROPERTY:

Any exclusion referencing watercraft or waterborne property/equipment needs to be removed for coverage pertaining to the above referenced watercraft. All equipment permanently attached to the boat should be included.

VALUATION:

Replacement Cost

DEDUCTIBLE:

\$ 100 Unscheduled Equipment

\$ 250 Scheduled Equipment

EXTENSIONS OF COVERAGE:

- Mechanical Breakdown exclusion deleted
- Dishonest acts or omissions exclusion amended to extend coverage to captain or crew of your watercraft

CANCELLATION: 90 days notice of cancellation, non-renewal.

2003-2004 Emergency Portable Equipment

Description of Covered Property	# of Units	Unit Cost	Total
Portable Radios	73	\$600	\$43,800
Portable Generators	27	\$5,000	\$135,000
3" Hose	17,500'	\$2.82/100'	\$49,350
2 ½" Hose	20,400'	\$2.09/100'	\$42,636
1 ¾" Hose	9,000'	\$1.55/100'	\$13,950
1 ½" Hose	12,500'	\$1.37/100'	\$17,125
Nozzles with Shutoff	189	\$413	\$78,435
Appliances	89	\$500	\$44,500
Handlights	144	\$100	\$14,400
Deluge Sets	20	\$3,000	\$60,000
Axes	106	\$150	\$5,300
K.E.D.'s	24	\$130	\$3,120
Backboards	51	\$150	\$7,650
Stretchers	20	\$1,420	\$28,400
Scoop Stretchers	14	\$359	\$5,026
Portable Suction	15	\$437	\$6,555
Mast Trousers	23	\$700	\$16,100
Stair chairs	13	\$515	\$6,695
Life Paks 10s	20	\$10,000	\$200,000
Batteries (spare)	100	\$100	\$10,000
Vetter Bags sets	10	\$2,000	\$20,000
Ladders 10' – 35'	92	\$1,000	\$92,000
Bars (Haligan)	68	\$125	\$18,500
Airpacks	220	\$2,800	\$616,000
Spare Cylinders	170	\$700	\$119,000
Fans	30	\$805	\$24,150
Sal. Covers	53	\$130	\$6,890
Shovels	63	\$40	\$2,520
Sledge Hammer	26	\$32	\$832
J. Deere ATV #W006X4X028502 (97) 2/trlr.	1	\$11,000	\$11,000
Positive Pressure Fans	10	\$1,500	\$15,000
Life Paks 300s (AED)	15	\$7,000	\$105,000
4" Hose	10,000	\$3.95	\$39,500
Combustible Gas Meters	13	\$800	\$10,400
Detection & Monitoring Equip. (Hazmat)	12	Various	\$20,000
Hazmat small tools & equipment		\$10,000	\$10,000
Leaf Blowers	10	\$300	\$3,000
Dive Equipment	1 Lot		\$10,000
Life Paks – 10s	16	\$10,000	\$160,000
Life Paks – 12s	2	\$12,000	\$24,000
Life Paks – 5s	6	\$8,000	\$48,000
Marquette Defib.	2	\$7,000	\$14,000

Hydraulic Rescue Equipment:

Description of Covered Property	# of Units	Unit Cost	Total
Power Pack	11	\$10,000	\$110,000
Spreader	11	\$5,000	\$55,000
Rams	11	\$2,000	\$22,000
Cutters	11	\$3,000	\$33,000
Cellular Phones (portable)	25	\$100	\$2,500

Other Equipment:

Description of Covered Property	# of Units	Unit Cost	Total
Stokes Stretcher	6	\$200	\$1,200
Porta Power	3	\$500	\$1,500
Chainsaws	17	\$800	\$13,600
Pike Poles	82	\$75	\$6,150
Portable Tanks	8	\$2,000	\$16,000
Portable Pumps	4	\$500	\$2,000

Total Blanket Emergency Portable Equipment	\$2,420,784
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Scheduled Equipment

Description of Covered Property	Unit Cost	Total
New Holland Riding Lawn Mower	Remington F&R	\$6,700
Watercraft – Zumbro 8500 –WRS Water Rescue w/jet pump motor	Fire & Rescue Association	\$14,000
Kabota Tractor	Goldvein F&R	\$10,000
Ford Tractor – 1976	New Baltimore F&R	\$7,000
2001 Gator	Warrenton VRS	\$8,500
2001 Gator	The Plains VR&R	\$8,500
2001 Gator	Remington VF&R	\$8,500

Total Scheduled Equipment	\$63,200
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Computer Equipment

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

\$49,700 Blanket Computer Equipment per the attached schedule

\$25,000 Extra Expense

\$5,000 Property in Transit

DEDUCTIBLE: \$250

LOCATIONS INSURED:

All locations per Statement of Values and Fauquier County Volunteer F&R Association@ 78W.
Lee Street, Suite 101, Warrenton, VA 22186

POLICY FORMAT:

“All Risk” computer property form including extended perils. Include mechanical breakdown and electrical disturbance coverage with no footage or source limitation.

BASIS OF PAYMENT:

Functional Replacement Cost

CANCELLATION:

90 days notice of cancellation, non-renewal, or material change in rate or form.

FAUQUIER VOLUNTEER FIRE & RESCUE ASSOCIATION 2003-2004 COMPUTER EQUIPMENT

Model #	Description of Covered Property	# of Units	Unit Cost	Total
QSS Pentium 90	Pentium 90 Computer System, 90 Mhz Intel Pentium Processor, ZIF Socket, Heat Sink & Fan, Desktop Case with digital display & 230 watt power supply, 16 MB hard drive, 1.44 mb diskette drive, 3 ½", 1mb dram, pci svga card, 1 parallel port, 2 serial ports, 15", .28 mm dp, NI monitor, 101 enhanced keyboard, internal 4 x CD-ROM, sound card, dual speakers, 28.8kb gata/14.4 S/R/Fax internal Fax/modem, Serial mouse with pad, MS-DOS 6.22, MS Windows	17	\$2,376	\$40,392
HP OfficeJet LX	HP Office LX with Cable	13	\$716	\$9,308

TOTAL BLANKET COMPUTER EQUIPMENT	\$ 49,700
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Boiler & Machinery

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

\$500,000 Direct Damage

\$100,000 Extra Expense

\$ 25,000 Consequential Damage

\$ 25,000 Hazardous Substances

\$ 25,000 Water Damage

DEDUCTIBLE:

\$ 500 Per Occurrence

POLICY FORMAT: Comprehensive Policy Format

UNIVERSAL LOCATION ENDORSEMENT: Included

LOCATIONS INSURED: Per General Property Statement of Values

COMPUTER CONTROLLED EQUIPMENT: Include Coverage

BASIS OF PAYMENT: Replacement cost

JOINT LOSS AGREEMENT: With General Property

CANCELLATION: 90 days notice of cancellation, non-renewal, or material change in rate or form

PERILS INSURED:

Repair or replacement of the following objects due to sudden breakdown, which results in damage to the object:

1. Boilers and fired vessels
2. Unfired vessels
3. Refrigeration and air conditioning systems
4. Mechanical or electrical equipment
5. Off-premises use of cascade units, internal combustion engines, electrical generators, pumping units, extraction devices used as emergency equipment

General/Professional (EMT) Liability

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal Injury & Advertising Injury
- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Any One Fire
- \$ 5,000 Medical Expense
- \$ 2,000,000 Liquor Liability Aggregate
- \$ 1,000,000 Liquor Liability Each Occurrence

DEDUCTIBLE:

No Deductible

EXPOSURE BASIS: See Attached Schedule of Liability Exposures.

POLICY FORMAT: ISO format or manuscript alternate; all submissions must include a policy sample with all endorsements. EMT professional/malpractice liability to be combined with general liability coverage.

SPECIAL EVENTS: Comprehensive general liability and its extensions apply to special events including dances, meetings, outings, & fund raising activities.

LIQUOR LIABILITY: To be included with special events whereby alcohol is being served.

“XCU” CLAUSES: No “XCU” clauses should apply.

UNINTENTIONAL ERRORS AND OMISSIONS: It is agreed that failure of the insured to disclose all hazards existing as of the inception date of this policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission is not intentional.

NOTICE OF OCCURRENCE: Requirement of notice to the company conditional on knowledge of the County’s Risk Manager, Warrenton, VA.

SEPARATE AGGREGATE LIMITS: For each volunteer organization within the Association.

ADDITIONAL INSUREDS: Lessors required by lease and volunteers within the scope of their duties.

FELLOW MEMBER COVERAGE: Include

AMBULANCE LOADING AND UNLOADING: Include

EXPOSURE BASIS: See Attached Schedule

OFF DUTY COVERAGE: Include

WATERCRAFT LIABILITY: Include liability coverage per the schedule of liability exposures.

COVERAGE INCLUDES:

Defense Costs Outside Limits

Appeal Bonds & Bail Bonds

False arrest, detention, imprisonment & malicious prosecution

Wrongful entry, erection, invasion of privacy

Libel, slander, defamation of character

Contractual – Insured Contracts

Blanket Additional Insureds

Fire Legal:

- * Pays legal liability due to damage to a leased or rented structure because of fire

Medical Expenses

- * Provides medical expenses for injury on premises regardless of fault not resulting from operations

- * Volunteers, Medical Directors & Good Samaritan Coverage

Cancellation: 90 days of cancellation, non-renewal, or material change in rate or form.

FAUQUIER COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION

2003-2004 SCHEDULE OF LIABILITY EXPOSURES

Dep t#	Active Member s	Life Member s	Junior Member s	Auxillar y Member s	Parade s	Carniva ls	Events w/Alcohol	Bingo	2002 Calls	1 st Rspder	EMT- B	EMT -C or P
1	67	0	8	9	0	0	1	-	961	26	52	2-c 3-p
2	64	10	5	0	May	May	0	-	1241	20	35	2-c 3-p
3	31	5	2	0	June	June	1	-	408	18	22	1-p
4	55	13	5	0	0	0	1	-	224	12	20	1-c 2-p
5	17	0	2	15	0	0	0	-	188	11	17	0
6	59	0	17	3	0	0	0	-	2058	0	72	4-c 2-p
7	55	6	11	12	0	0	0	Y	471	28	21	1-c 1-p
8	31	3	0	0	0	0	0	-	146	7	14	1-c
9	57	0	7	7	0	0	1	-	745	8	40	3-c 2-p
10	52	7	5	14	0	0	0	-	710	22	20	1-c
11	47	0	3	5	0	0	0	-	285	9	23	2-c
12	23	0	7	17	0	0	0	Y	456	0	18	1-c
13	30	5	6	10	0	0	12	-	379	36	12	1-c

- 2002 calls = 8272
- Active Member = 588
- F&R Association Watercraft – Zumbro 8500 – WRS Water Rescue w/jet pump motor
- Co. 1 – Warrenton Volunteer Fire Co., Inc holds 2 Blue Grass Festivals per year.

Crime/Employee Dishonesty Bond

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

\$ 100,000 Employee Dishonesty – Per Loss

\$ 100,000 Forgery or Alteration

\$ 5,000 Money & Securities, Inside/Outside the Premises

DEDUCTIBLE:

N/A

COVERAGE:

Pays for loss and loss from damage to covered property, money and securities resulting from dishonest acts for employees or volunteers, forgery or alteration of covered instruments, i.e., checks, drafts, promissory notes, etc.

CANCELLATION:

90 days notice of cancellation, non-renewal or material change in rate or form

Automobile Liability & Physical Damage

NAMED INSURED: Fauquier County Fire & Rescue Association, et al.

POLICY TERM: July 1, 2003 to July 1, 2004

LIMITS OF LIABILITY:

\$1,000,000	Liability – Any Automobile	
\$1,000,000	Per Person	Uninsured
Included	Per Accident-Bodily Injury	Motorists
Included	Per Accident-Property Damage	Virginia
\$ 2,000	Per Person-Medical Payments	
Replacement Cost	Comprehensive & Collision – All <u>Scheduled</u> Vehicles	
ACV	Comprehensive & Collision – All Other Non-Scheduled, Owned Vehicles	
\$ 65,000	Comprehensive coverage – stated amount for 1946 Ford Antique Pumper	
ACV	Physical Damage to Personal Volunteer Vehicles – Damage	
Reimbursement \$50/Day -30 Days	Rental Reimbursement - Ambulance	

DEDUCTIBLE OPTIONS:

\$250 Comprehensive	\$500 Comprehensive
\$250 Collision	\$500 Collision

- \$200 Uninsured Motorists – Property Damage
- \$ 50 Towing due to disablement

COVERAGE EXTENSIONS:

- Hired, Borrowed or Commandeered
- Non-Ownership Liability
- Leased Vehicles
- Permanently installed equipment such as radios, sirens, lights, etc.
- Citizen Band Radios – Coverage for Fire, Police and Emergency Vehicles
- Bail Bonds – Pay up to \$1,000
- Up to \$250 loss of earnings per day due to attendance in hearing or trials
- Transportation Expense Due to Theft
- Uninsured Motorist – In accordance with State uninsured motorist laws for bodily injury or property damage resulting from an uninsured, under insured, or unidentifiable hit and run vehicle. Bodily injury may be anyone occupying an insured automobile or to any Association employees, property damage to or contained in an insured automobile or any other property owned by the Association.

CANCELLATION: 90 days notice of cancellation, non-renewal or material change in rate or form

LOSS PAYEES:

Marshall National Bank & Trust & F&M Bank - Peoples

2003-2004 Vehicle Schedule (As of 2/27/03)

Pol. Veh#	Year	Make	Model	Body Type	Serial Number	Department	Cost New
1	1989	Pierce		PUMPER	040426	Cattlett VFC	196,000
2	1989	Ford		Ambulance	1FDKF37M2KNB42863	Cattlett VFC	
3	1973	Ford		BRUSH VEH	067767	Cattlett VFC	28,000
4	1997	Pierce		PUMPER	4PICT02D4VA000158	Cattlett VFC	310,000
5	1997	Freightliner		TANKER	1FVX8HDB8VH839215	Cattlett VFC	160,000
6	1995	GMC		1 ST RESPON	SJ764499	Cattlett VFC	25,000
7	2002	Chevrolet	Silverado	P/U	1GCHK23U52F197491	Cattlett VFC	26,700
8	1998	Chevy		1 ST RESPON	1GNGK26FXWJ323949	Cedar Run VRS	35,000
9	1991	Chevy		CHIEFS VEH	1G1BL5370MW232325	Cedar Run VRS	ACV
10	1997	Freightliner		AMBULANCE	1FV3ELBC3WH971578	Cedar Run VRS	144,000
11	2000	Ford		AMBULANCE	1FDXF46F4YEC36032	Cedar Run VRS	127,000
12	1986	Chevrolet		AMBULANCE	1GBJC34W0GJ163641	Cedar Run VRS	90,000
13	1991	Chevy		CHIEFS VEH	1G1BL5378MW232301	Cedar Run VRS	
14	1982	Intl.		HAZMAT	19141	Fauquier Co. F&R	90,000
15	1980	Chevy		RESCUE	148262	Fauquier Co. F&R	140,000
16	1988	Chevy		1 ST RESPON	1GBHC34K7JE146105	Fauquier Co. F&R	12,000
17	1996	Scott		TRAILER	1SSTT1PT8T11SS02	Fauquier Co. F&R	ACV
18	1994	Ford		HAZMAT	1FDYK90L5RVA16654	Fauquier Co. F&R	200,000
19	1977	Ford		BRUSH	1FDKF38A3HKB19728	Fauquier Co. F&R	20,000
20	1993	Ford		SEDAN	2FACP71W4PX166754	Fauquier Co. F&R	ACV
21	1985	For		VAN	1FDJE3713FHC17764	Fauquier Co. F&R	ACV
22	1992	Ford	Explorer		1FMDU34X1NUB24790	Fauquier Co. F&R	ACV
23	1996	Ford	Crown Vic		2FALP71WOTX201574	Fauquier Co. F&R	ACV
24	1995	Ford	Crown Vic		2FALP71W95X184546	Fauquier Co. F&R	ACV
25	1967	Jeep		BRUSH VEH	13801	Goldvein VF&RC	25,000
26	1990	Grumman		PUMPER	088150	Goldvein VF&RC	190,000
27	1992	Ford		AMBULANCE	1FDKE30M6NHA00913	Goldvein VF&RC	95,000
28	1996	Pierce		TANKER	1FV6JCB45L65237	Goldvein VF&RC	150,000
29	1998	Ford	E-350	AMBULANCE	1FDXE40F8W4C13215	Goldvein VF&RC	85,000
30	1994	Ford	Crown Vic		2FALLP71WXX177535	Goldvein VF&RC	ACV
31	1979	Ford		PUMPER	DK1064	Lois VFD	190,000
32	1983	Jeep		BRUSH VEH	066371	Lois VFD	15,000
33	1981	Ford		MINI PUMP	A05262	Lois VFD	100,000
34	1986	Ford		TANKER	A02179	Lois VFD	125,000
35	1994	Pierce		PUMPER	4PICT02UXRA000364	Lois VFD	225,000
36	1999	Chevrolet	Suburban		3GNGK26R8XG258001	Lois VFD	35,400
37	1992	Ford	Explorer		1FMDU34X3NUB24791	Lois VFD	ACV
38	1979	Ford		BRUSH VEH	FE3241	Marshall VFC	15,000
39	1982	Mack		PUMPER	001050	Marshall VFC	170,000
40	1994	GMC		TANKER	1GDP7H1J8RK507280	Marshall VFC	175,000
41	1994	Pierce		PUMPER	4PICT02U9RA000372	Marshall VFC	265,000
42	1992	Ford		CHIEFS VEH	NX132383	Marshall VFC	ACV
43	1946	Ford		PUMPER	600476	Marshall VFC	ACV
44	1988	Chevy		1 ST RESPON	JF177144	Marshall VFC	25,000
45	1996	Ford	Crown Vic	Sedan	2FALP71WTX180063	Marshall VFC	ACV
46	1995	Ford		AMBULANCE	1FDKE30Ff95HA66479	Marshall VRS	100,000
47	2000	Emer. One		RESCUE TRK	4EN3AAA84X10000253	Marshall VRS	400,000

Pol. Veh#	Year	Make	Model	Body Type	Serial Number	Department	Cost New
48	2000	Ford		AMBULANCE	1FDWE35F61HA70269	Marshall VRS	82,300
49	2002	E-350		Ambulance	1FDWE35F22HA66382	Marshall VRS	
50	1997	Ford		Sedan 1 st Respon	2FALP71W8VX195946	Marshall VRS	
51	1987	FMC		PUMPER	185434	New Baltimore V&R	190,000
52	1988	Ford		BRUSH VEH	1FTHF36MXJNA09533	New Baltimore V&R	25,000
53	1994	Navistar		TANKER	1NTGLAER35H603695	New Baltimore V&R	175,000
54	1996	Ford		AMBULANCE	1FDK38F9TEB43579	New Baltimore V&R	120,000
55	1995	Ford		4DR SEDAN	1SALLP71W5SX184544	New Baltimore V&R	ACV
56	2000	Pierce	Quantum	PUMPER	4PICTOZE1YAA000728	New Baltimore V&R	332,000
57	1991	Ford		AMBULANCE	A21200	Orlean VFC	59,600
58	1986	Ford		BRUSH VEH	A70793	Orlean VFC	65,000
59	1971	Ford		PUMPER	L94124	Orlean VFC	190,000
60	1997	Pierce		PUMPER	4PICT02UXVA000438	Orlean VFC	250,000
61	1993	Ford		SEDAN	2FACP71WOPX152771	Orlean VFC	ACV
62	1999	Chevy	Suburban		1GNGK26J7XJ525587	Orlean VFC	
63	2002	Freightliner	FL112	TANKER	1FVHGBGA812HJ90	Orlean VFC	275,000
64	2002	Ford		Ambulance	1FDXF47F22EC65471	Orlean VFC	
65	1988	Pierce		PUMPER	04032	Remington VF&R	295,000
66	1992	Intl.		AMBULANCE	1HTSLPEMXP491213	Remington VF&R	130,000
67	1994	Pierce		PUMPER	4PICT022DZRA000736	Remington VF&R	310,000
68	1995	Chevy		AMBULANCE	1GBKC34F7XJ113574	Remington VF&R	120,000
69	1990	Chevy		CHIEFS VEH	F153272	Remington VF&R	ACV
70	1996	Ford		BRUSH VEH	1FDLF47F5TEA49615	Remington VF&R	
71	1999	Ford		AMBULANCE	1FDSF37F9XEA36234	Remington VF&R	110,000
72	1996	Freightliner		SQUAD	1FV6JLCB2TH732050	Remington VF&R	200,000
73	1989	Dodge	P/U	UTILITY	1B&KM26Z3KS173551	Remington VF&R	18,000
74	1997	Ford	4DR Sedan		2FALP71W7VX189944	Remington VF&R	ACV
75	1997	Chevy	Suburban		1GNGK26FXVJ234033	Remington VF&R	
76	1999	Mid-Atlantic		Trailer	5A00A1610XR005334	Remington VF&R	
77	1975	Intl.		BRUSH VEH.	D23013	The Plains VFC	28,250
78	1977	Ford		PUMPER	U10795	The Plains VFC	190,000
79	1995	Intl.		TANKER	1HTSDAAR8SH 604726	The Plains VFC	168,000
80	1995	Ford		AMBULANCE	1FDKE30F75HA64603	The Plains VFC	105,000
81	1995	Ford		AMBULANCE	1FDKE30F2SHB30751	The Plains VFC	100,000
82	1992	Ford		SALVAGE	1FTCR11T3NTA15227	The Plains VFC	12,000
83	1987	Ford		SQUAD	1FDYD84HVA57899	The Plains VFC	210,000
84	1989	Jeep		S/W	1J4FJ58LXKL599195	The Plains VFC	
85	2001	Spartan	Gladiator	PUMPER	457AU40981CO39416	The Plains VFC	340,000
86	1999	Chevy		Utility	3GNFK16R9XG199952	The Plains VFC	
87	1997	Mid-Atlantic		Trailer	1M9NA1018VR151489	The Plains VFC	
88	1970	Ford		PUMPER	1088	Upperville VFC	95,000
89	1990	Pierce		PUMPER	A18306	Upperville VFC	210,000
90	1990	Chevy		CHIEFS VEH	LR142228	Upperville VFC	ACV
91	1998	Freightliner		TANKER	1FVZ8HDB5WH91752	Upperville VFC	195,000
92	1977	Intl.		CANTEEN	GCA23472	Upperville VFC	
93	1996	Ford		BRUSH	2FTHF36F5TCA16732	Upperville VFC	
94	1992	Chevrolet	Suburban		1GNGK26KXNJ342486	Upperville VFC	25,000
95	2002	Pierce		PUMPER	4PICT02S32A002123	Upperville VFC	400,000
96	1995	Ford	Crown		2FALP71W0SX184547	Upperville VFC	ACV

Pol. Veh#	Year	Make	Model	Body Type	Serial Number	Department	Cost New
			Vic				
97	2003	Ford	Excursion		1FMSU41F33EA80095	Warrenton FC	
98	1968	Pirsch		PUMPER	2865	Warrenton VFC	190,000
99	1981	Chevy		BRUSH	142759	Warrenton VFC	30,000
100	1987	Pierce		TANKER	A04522	Warrenton VFC	375,000
101	1990	Pierce		PUMPER	000109	Warrenton VFC	300,000
102	1994	Pierce		PUMPER	4PICT02D6RA000359	Warrenton VFC	275,000
103	1997	Pierce		LADDER TRK	4PICA0262VA000160	Warrenton VFC	562,000
104	19999	Chevrolet	Suburban		1GNFK16RXXJ487946	Warrenton VFC	
105	1989	Ford		RESCUE	A52784	Warrenton VRS	200,000
106	1998	Ford		AMBULANCE	1FDLE40F8VHB95733	Warrenton VRS	95,000
107	1997	Ford		1 ST RESPON	1FMEU18W3VLA91842	Warrenton VRS	
108	1994	Ford		SEDAN	2FACP74W9RX105883	Warrenton VRS	
109	1999	Horton	523-3SD	AMBULANCE	1FDXE40F6XHB81818	Warrenton VRS	
110	2001	Pierce	Enforcer	SQUAD	4PICT02A41A001570	Warrenton VRS	310,000
111	2002	Currahee		TRAILER	4TELS121921050101	Warrenton VRS	1,400
112	2002	Ford		Ambulance	1FDWF36F02EA86675	Warrenton VRS	

Workers' Compensation

NAMED INSURED:

Fauquier County [Volunteer](#) Fire & Rescue Association, Inc.

POLICY TERM:

July 1, 2002 to June 30, 2003

ACTIVE VOLUNTEERS:

588

LIMITS OF LIABILITY:

Coverage A

Per State Statute

Coverage B

\$ 100,000 Bodily Injury By Accident – Each Accident

\$ 100,000 Bodily Injury By Disease – Each Employee

\$ 500,000 Bodily Injury By Disease – Policy Limit

EXPERIENCE MODIFICATION:

Manual	2002-2003 Policy Year	1.12
	2001-2002 Policy Year	1.00
	2000-2001 Policy Year	1.00

COVERAGE PROVISIONS:

Coverage A

The plan pays for the Fire & Rescue Association's legal liability with regard to employment related injuries or sickness in accordance with Commonwealth of Virginia statutes.

Coverage B

The policy pays for the Fire & Rescue Association's legal liability as a result of an injury or disease related to an employee's employment.

Where permitted by law, it pays for the Association's liability for third party actions, care and loss of services, consequential injury to a spouse, child, parent, brother or sister of an employee, all as a result of an employment related injury or sickness.

The policy also pays for expenses of defense, premiums, for bonds, and interest on judgements.

CANCELLATION: 30 days

Commercial Umbrella

NAMED INSURED:

Fauquier County Fire & Rescue Association, Inc.

(Limitation Extended Named Insured)

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

\$ 5,000,000 Each Occurrence (Excess of Underlying Coverage)

\$ 10,000,000 Products Completed Operations Aggregate

\$ 10,000,000 General Aggregate (Per Location)

RETAINED LIMIT: NONE

UNDERLYING COVERAGE:

- Commercial Liability \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate Limit
- Business Automobile \$1,000,000 Combined Single Limit
- Management Liability \$1,000,000 Each Wrongful Act/\$2,000,000 Aggregate Limit

ENDORSEMENTS/EXTENSIONS:

- Aggregate Limits of Insurance (Per Location)
- Follow Form Pollution Liability
- Emergency Service Organization Endorsement
- 90 Day Cancellation Premium
- Defense Costs Outside Limits

COVERAGE SUMMARY/HIGHLIGHTS:

- Policy will pay on behalf of association liabilities to third parties resulting in bodily injury, sickness, disease, death, false arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction, invasion of privacy, injury due to wrongful entry or eviction, inclusion of privacy, injury due to publications, advertising activities and property damage or loss of use of property due to property damage

CANCELLATION:

90 Days

Management Liability
Emergency Services

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE – CLAIMS MADE FORM:

\$ 2,000,000 Aggregate Limit

\$ 1,000,000 Each Wrongful Act

\$ 5,000 Per Loss Involving Injunctive Relief

DEDUCTIBLE:

None

Pays those sums that the insured becomes legally obligated to pay as monetary damages for “wrongful act”.

Wrongful act is an actual or alleged act, error or omission by or on behalf of insured in the performance of your operations.

Accident & Sickness Policy
Volunteer Fire & Rescue

NAMED INSURED:

Fauquier County Fire & Rescue Association, et al.

POLICY TERM:

July 1, 2003 to July 1, 2004

AMOUNTS/COVERAGE:

Benefits for Covered Injuries and Covered Illnesses:

\$	200,000	Covered Injury, Death, Dismemberment, Loss of Sight, Speech or Hearing
\$	40,000	Seat Belt Benefit
\$	10,000	Dependent Child Benefit (Per Child)
\$	10,000	Bereavement Benefit
\$	200,000	Permanent Physical Impairment Benefit – Covered Injuries
\$	200,000	Permanent Physical Impairment Benefit – Covered Illnesses
\$	200,000	Cosmetic Disfigurement from Burns Benefit
\$	200,000	Covered Illness Death Benefit
\$	10,000	Dependent Child Benefit (Per Child)
\$	10,000	Bereavement Benefit
\$	500	Total Weekly Disability Benefit
\$	100	Primary Benefit
\$	400	Earned Income Replacement Benefit
Up To \$	1,500	5% Cost of Living Adjustment
Up To \$	1,000	First Week Disability Benefit
Up To	\$ 500	Transit Benefit
Up To	\$ 500	Partial Disability Benefit
\$	525	Weekly Hospital Confinement Benefit
\$	525	Outpatient Treatment Benefit
\$	250,000	Medical Expense Benefit – Injury
\$	62,500	Plastic Surgery Benefit
\$	250,000	Medical Expense Benefit – Illness
Up To	\$20,000	Retraining Benefit
\$	20,000	Rehabilitation Benefit

- \$ 20,000 Family Expense Benefit
- \$ 20,000 Mental Stress Management Benefit (Per Person, Per Incident)
- \$ 20,000 Traumatic Incident Benefit (Per Covered Activity)

- Full coverage provided for auxiliary members and full coverage provided for community volunteers.

Juniors: \$50,000 Accidental Death
\$50,000 Accidental Medical Expense

Auxiliary and Inactive Membership Roll Benefits:
\$50,000 Accidental Death
\$50,000 Accidental Medical Expense

EXHIBIT A
Fauquier County Fire & Rescue
Exhibit of Liability Coverages

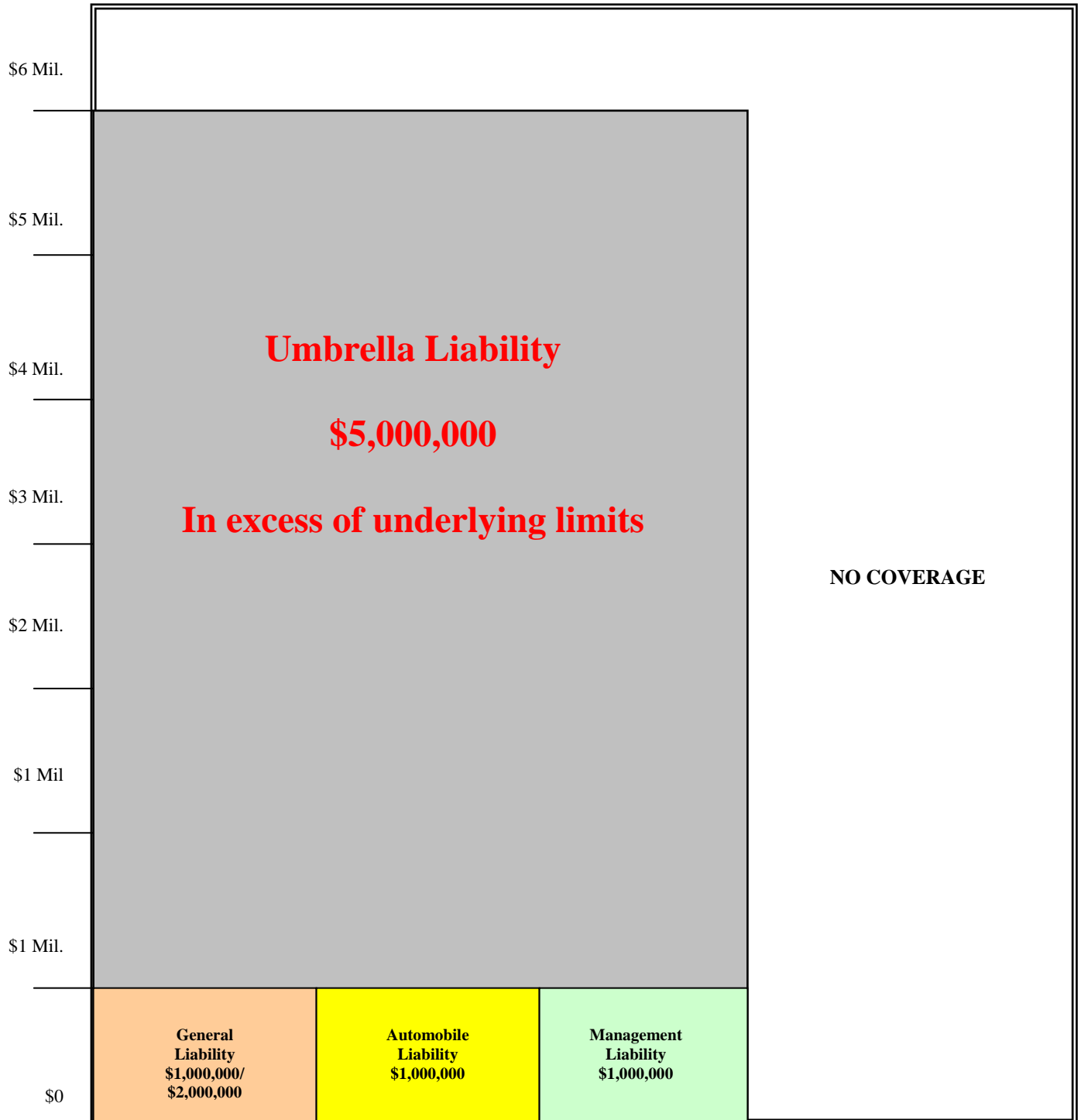
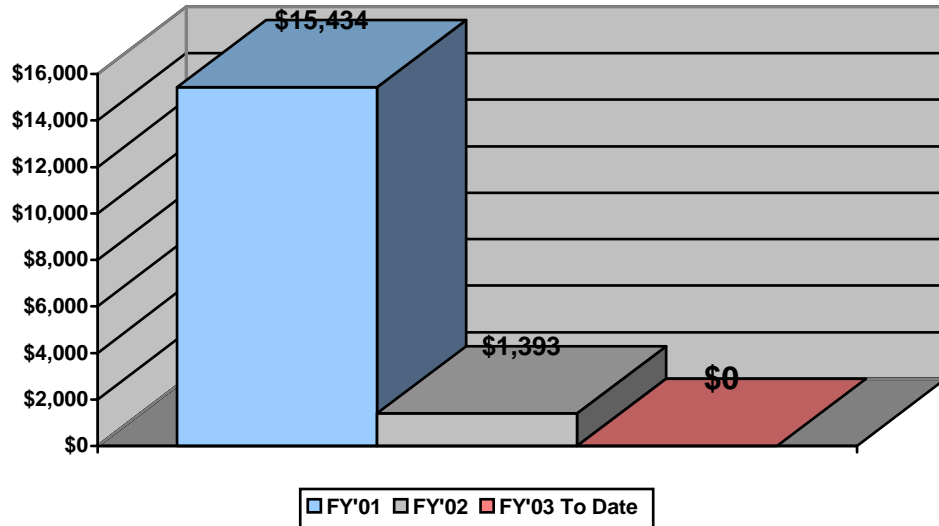


EXHIBIT B Fauquier County Fire & Rescue Claims History for Accident & Sickness



P&C Claims History does not include Accident & Sickness Policy

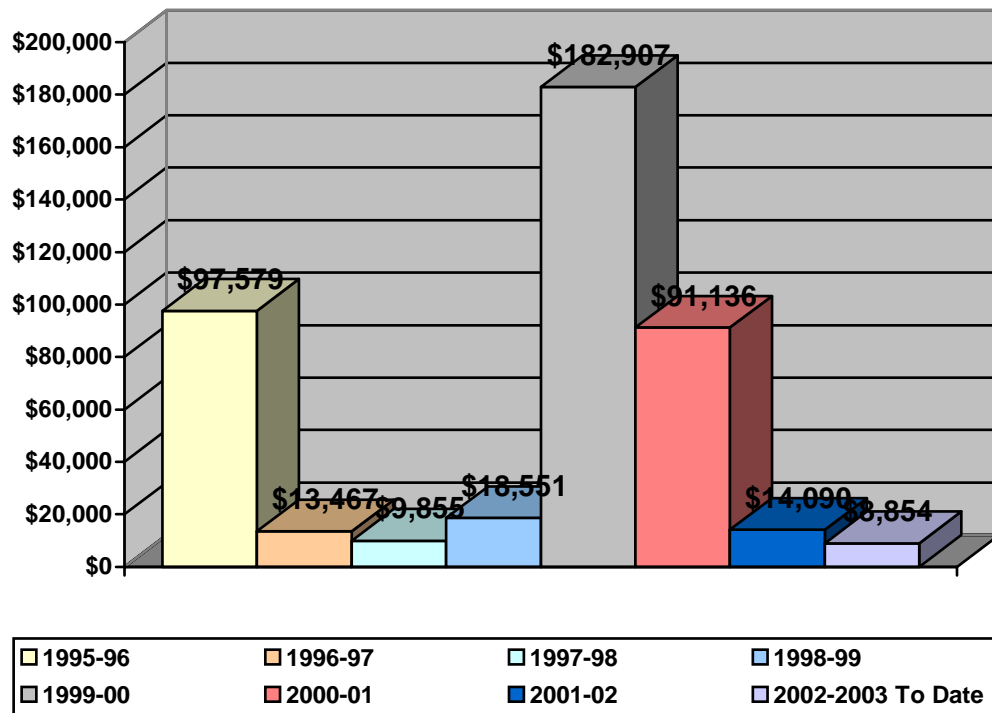
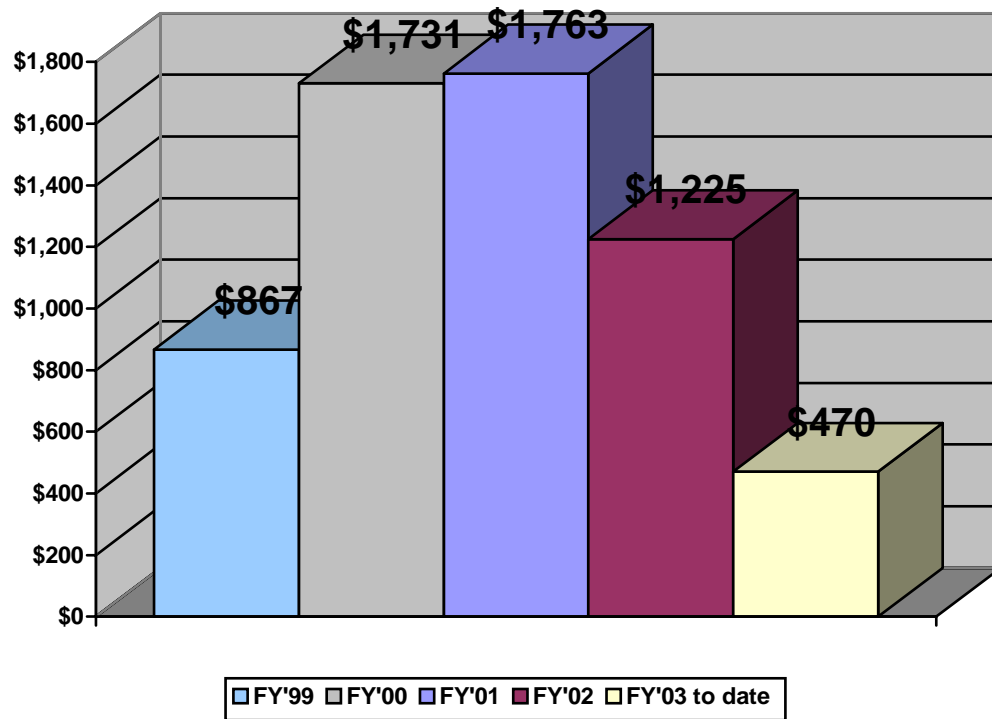


EXHIBIT C
Fauquier County Fire & Rescue

Workers' Compensation – Average Cost Per Claim



**DETAILED LOSS SUMMARY REPORTS
ATTACHED FOR:**

- **WORKER'S COMPENSATION**
- **PROPERTY & CASUALTY**
- **ACCIDENT & SICKNESS**

- 3.2 All proposals must be made on the basis of the specifications contained/enclosed herein. Offerors shall be familiar with the specifications and other information as supplied in the Request for Proposal. Offerors shall be fully responsible for understanding the Request for Proposal and shall understand that the Owner will not be responsible for any errors or omissions on the part of the Offeror in making up the proposal.
- 3.3 The Offeror shall provide all resources as may be required to provide property/casualty insurance coverage's outlined in the attached specifications.
- 3.4 Proposals may be submitted on any or all of the specified insurance coverage or a combination thereof. No insurance companies will be assigned and no broker or record letters issued.
- 3.5 The successful Offeror(s) will be required to breakdown premiums by unit, i.e. vehicle, building, GL classification, etc., to allocated premium. This must be done before premium is paid.

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 General Requirements

4.1.1 RFP Response. In order to be considered for selection, Offeror must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to of Fauquier County. The Offeror shall make no other distribution of the proposal.

4.1.2 Proposal Preparation.

1) An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and /or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lacking key information, may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should

contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information, which it considers pertinent to its qualifications for the project and which respond to the Scope of Work described.

4) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

5) Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. Owner reserves the right to ask for additional clarification prior to establishing protection.

- 4.2 **Specific Proposal Requirements.** Proposals should be as thorough and detailed as possible so that the County may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal.

Note: Areas of non-compliance with specifications must be indicated

4.2.1 Certification page and the return of this completed RFP and any addendum's, acknowledgments, signed and filled out as required.

4.2.2 Primary contact and Assigned Personnel

- 1) Provide the name of the offeror and firm, if any, the address and telephone number, and the name and title of the primary and secondary individuals who would be responsible for these services. Identify the individuals who would perform the services and how their responsibility will be assigned and managed. Include resumes for each individual to include background and experience relevant to these services.
- a. Offeror shall complete the attached Proposal Transmission Sheet, RFP Certification Page (page 1), and any addendum's, acknowledgments, signed and filled out as required.

- b. Offeror shall provide specimen policy forms with all exclusions shown.
- c. Offeror shall provide Agency Certificate of Insurance for Errors and Omissions in the amount of \$1,000,000 per occurrence.
- d. Offeror shall provide details of no interest payment plans – quarterly desirable.
- e. Offeror shall provide details of dividend programs if applicable.
- f. Offeror shall provide information and data which identifies their financial security (financial statement).
- g. Client List detailing experience with fire and rescue and governmental entities.
- h. Offeror shall identify what coverage they are submitting a proposal for:
 - 1) All lines of Insurance
 - 2) Property and Casualty
 - 3) Worker's Compensation
 - 4) Accident and Sickness
- i. Pricing, shown separately for each line of coverage. It will be assumed that all proposals are severable unless the proposal states otherwise.
- j. Additional services offered by the agency (i.e. safety inspections, training).
- k. Note areas of non-compliance.
- l. Note: Agents must be appointed with companies they present proposals from and be licensed by the Bureau of Insurance as required by the Code of Virginia.

5. **EVALUATION AND AWARD CRITERIA**

5.1 Evaluation Criteria. An Evaluation Committee will evaluate the proposals using the following criteria.

- 5.1.1 Financial Security of the Insurer
- 5.1.2 Admitted vs. surplus lines
- 5.1.3 Price
- 5.1.4 Qualifications of Offeror's staff

- 5.1.5 Additional services provided by the Offeror
- 5.1.6 Coverage, terms and conditions
- 5.1.7 Offeror's experience in dealing with public entities
- 5.1.8 Payment Plans

No negotiations, decisions or actions shall be initiated by any Offeror as a result of any verbal discussion with any Owner employee prior to the opening of proposals. The evaluation committee will select the proposals which appear most beneficial to the Owner. These Offerors may be asked to provide an oral presentation to the evaluation committee during the evaluation period. As the sole judge of the benefits of the proposal responses, the Owner reserves the right to select and subsequently recommend for award, the proposal which best meets its required needs, quality levels and budget constraints. It shall be understood that one or more Offeror's proposals may be recommended to the County for award as a result of this proposal.

- 5.2 Award of Contract. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, section 2.2-4359D). The award documentation will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Firm's proposal as negotiated.
- 5.3 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified at the time the work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract The School Board of Fauquier County reserves the right to require the Firm to furnish the certificates of insurance for the coverage required to the Procurement Division.

6. **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

- 6.1 **Authority to Bind Offeror in Contract:** Proposals must give full Offeror name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Offeror in

the contract. Offeror name and authorized signature must appear on the proposal in the space provided.

- 6.2 Identification of Proposal Envelope: The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package).

FROM: _____
Name of Offeror Due Date Time

Street or Box No. RFP No.

City, State, Zip RFP Title

Name of Buyer: _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal is not addressed as shown above, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- 6.3 Proposals must be received by the Procurement Division no later than **3:30 p.m., May 14, 2003**. Requests for extensions of this time and date will not be granted. Offerors mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Procurement Division prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by The School Board of Fauquier County after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- 6.4 Late Proposals: To be considered for selection, proposals must be received by the Procurement Division by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Procurement Division. Proposals received in the Procurement Division after the date and hour designated are automatically disqualified and will not be considered. Late proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror's return address is shown on the container.

Fauquier County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement Division by the designated date and hour.

- 6.5 No Contact Policy. No Offeror shall initiate or otherwise have contact with any County or School representative or employee, other than the Procurement

Division, after the date and time established for receipt of proposals. Any contact initiated by a Offeror with any County representative, other than the Procurement Department, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement process.

6.6 Withdrawal of Proposals:

6.6.1 All proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance.

6.6.2 Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

6.6.3 Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

6.7 Prohibition as Subcontractors: No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or Offeror whom the contract is awarded or otherwise benefit, directly indirectly, from the performance of the project for which the withdrawn proposal was submitted.

6.8 Expenses in Preparing Proposals: Fauquier County will not be responsible for any expenses incurred by a Offeror in preparing and submitting a proposal.

7. **SPECIAL TEMS AND CONDITIONS**

7.1 The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

7.2 The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section C, and the Owner has approved such insurance. The Contractor shall not permit any sub-contractor or employee to commence work in relation to the approved by the Owner Agreement until insurance equivalent of the required of the Contractor has been so obtained and. An original Certificate of Insurance for the Contract of record must be furnished to the Owner and contain the following statement "The Owner is hereby named as an additional insured A.T.I.MA." during the term of the Agreement. The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts. This requirement of insurance does not limit the Contractor's liability under the Agreement in any manner.

7.3 Worker's Compensation Insurance. The Contractor shall procure and shall maintain during the term of the Agreement, Worker's Compensation Insurance

for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

- 7.4 Comprehensive General Liability Insurance. Contractor shall carry public liability and property damage insurance, which shall include bodily injury and accidental death to any person. The policy will include protection for and subject at the minimum limits set forth below:

7.4.1 Public Liability: \$1,000,000.00 per person, \$1,000,000.00 per occurrence

7.4.2 Property Damage: \$1,000,000.00 per person, \$1,000,000.00 per occurrence this contract

- 7.5 Satisfactory Coverage. The insurance which the Contractor is required to obtain and maintain pursuant to this Section 7 of the Request for Proposals shall be written by a Contract or companies licensed to do business in the State of Virginia and satisfactory to the Owner. Insurance is to be placed with insurer with a Bests' rating of no less than A:VII. The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement. All insurance policies shall include a clause to the effect that the policy shall not be canceled or changed unless thirty (30) days prior written notice had been received by the Owner and provided further that the notice must be evidenced by receipt of registered letter.

- 7.6 Proof of Insurance. "Certificates of Insurance" shall be originals, not copies, shall contain true transcripts for the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause referred to in Section 6.6. An original "Certificate of Insurance" shall be furnished to the Owner, clearly specifying the Owner as an additional insured A. T. I. M. A. and the date of issue, prior to commencement of services by the Contractor.

- 7.7 Indemnification and Hold Harmless. The Agreement shall require that the Contractor covenants and agrees to release the Owner from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to the Contractor, its employees or agents, by virtue of the Agreement between the Contractor and the Owner. Contractor further covenants and agrees to indemnify and hold the Owner harmless from any and all claims, rights or cause of actions or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the Owner and the Contractor and shall defend or pay the cost of defense for the Owner arising by virtue of any claim or cause of action for damages. Contractor agrees to pay any and all amounts, which the Owner may be

required to pay for damages for compensation connected with any claim arising by virtue of the Agreement between the Contractor and the Owner. Contractor further agrees to furnish a Certificate of Insurance to the Owner in the sum of one Million Dollars (\$ 1,000,000.00) with certificate designating the Owner as "Additional Insured A.T. I. M. A." under its terms so as to indemnify the Owner from any liability. Contractor has agreed to hold the Owner harmless from as set forth herein.

- 7.8 Subrogation. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Owner.
- 7.9 Ownership of Documents: Any reports, specifications, blueprints, negatives or other documents prepared by the Offeror in the performance of its obligations under any resulting contract shall be the exclusive property of the Owner, and all such materials shall be returned to Fauquier County upon completion, termination or cancellation of the contract. The Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of all Contractor's obligations under the contract without the prior written consent of Fauquier County.
- 7.10 Period of Contract: One year from date of award with the option to renew for three (3) additional one year periods.
- 7.11 Contract Renewal: The Owner reserves the right to renew the contract for three (3) additional one-year periods upon written agreement of both parties, under the terms of the current contract, and at a reasonable time (approximately 60 days) prior to the expiration. If the Owner elects to exercise the option to renew the contract for any subsequent additional one-year periods, the contract price(s) for any additional one-year periods shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 7.12 Audit: The Contractor hereby agrees to retain all books, records and other documentation relative to this contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or owner auditors shall have full access to and the right to examine any of said materials during said period.
- 7.13 Payment:
- 7.13.1 To Offeror:
- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Offeror directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number; and federal employer identification number. Detailed statements describing

work accomplished shall accompany invoices submitted for payment.

2) Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

7.13.2 Subcontractors:

1) A Offeror awarded a contract under this solicitation is hereby obligated:

* To pay the subcontractor(s) within seven (7) days of the Offeror's receipt of payment from Fauquier County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

* To notify of Fauquier County and the subcontractor(s), in writing, of the Offeror's intention to withhold payment and the reason.

2) Unless otherwise provided under the terms of the contract, interest shall accrue at a rate of one percent (1%) per month. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be obligation of Fauquier County.

3) Taxes - Federal, State and Local: Fauquier County is exempt from Federal excise tax and local taxes; such taxes shall not be included in contract pricing. Tax exemption certificates will be furnished if requested by the Offeror.

7.14 Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed or performed not in accordance with the specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. Offeror shall correct deficiencies within 24 hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

7.15 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

- .
- 7.16 Assignment: Contractor shall not assign or sublet this contract, in whole or in part, without prior written consent of Owner.
 - 7.17 Delivery failures: Failure of Contractor to delivery within the time specified, or written reasonable time as interpreted by the Owner, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the Owner, within a reasonable time specified by the Owner, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities. Should public necessity demand it, the Owner reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Owner.
 - 7.18 New goods, fresh stock: All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

ATTACHMENT D Vendor Data Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in determining your proposal to be not acceptable.

1. Qualification: The Offeror must have the capability and capacity to satisfy all the contractual requirements.

2. Bidder's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods and service:
_____ Years _____ Months

4. Indicate four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$Value: _____

B. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$Value: _____

C. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$Value: _____

D. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

ATTACHMENT E
THIS TRANSMITTAL SHEET MUST BE RETURNED WITH YOUR
PROPOSAL

PROPOSAL TRANSMISSION SHEET

FAUQUIER COUNTY FIRE & RESCUE ASSOCIATION

From: Company or Individual Indicated Below

Subject: Transmittal of Proposal
Fire & Rescue Insurance – July 1, 2003

In compliance with this Request for Proposal and to all the instructions, specifications, and conditions imposed herein, the Undersigned offers and agrees to furnish and deliver any one or all the goods and/or services described at the price(s) indicated or as mutually agreed upon by subsequent negotiation.

We hereby submit this proposal and agree to enter into a written contract, if requested. Also, we herein assure the buyer that we are conforming to the provisions of the Civil Rights Act of 1964.

No insurance companies will be assigned and no broker of record letters issued.
The proposer certifies that the insurance agent has been appointed by all of the insurance companies presented in this proposal as required by the Code of Virginia _____

Initial

Here

ITEMS ENCLOSED and Tabbed Accordingly:

Initial or N/A as applicable

_____	Specimen policy forms with all exclusions shown (original copy only).
_____	Identify what coverage's your submission is detailing. 1) <i>All</i> ; 2) <i>P&C</i> ;
_____	3) <i>Worker's Compensation</i> ; 4) <i>Accident Sickness</i>
_____	Certificate of Errors and Omission Liability Insurance in the amount of \$1,000,000 per occurrence.
_____	Details of no interest payment programs.
_____	Details of Dividend Programs, if applicable.
_____	Areas on non compliance with specifications are noted.
_____	Coverages that are non severable are identified.
_____	Description of coverages offered with all exclusions, conditions or limitations noted.
_____	Proposal Transmission Sheet
_____	Financial Security Data
_____	Client List
_____	Additional Services Offered

My signature below certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same good sand/or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I certify that I am authorized to sign this proposal for the company or individual making this offer.

COMPANY NAME _____
ADDRESS _____
TELEPHONE _____
DATE _____
E-mail _____

SUBMITTED BY _____
Name (typed or printed)

Title

Signature

ATTACHMENT F

NON – COLLUSION STATEMENT

By signing this Proposal the undersigned certifies that this person/offeror/corporation is not currently barred Offeror bidding on contracts by any agent of Fauquier County, nor is this person/offeror/corporation a part of any offeror/corporation that is currently barred from bidding on Contracts by any agent of Fauquier County or the Commonwealth of Virginia.

NON-COLLUSION: The party making the foregoing proposal hereby certifies that such bid is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any Offeror, or to fix any overhead, profit or cost element of said Offeror price, or of that of any other Offeror, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal are true.

Contractor certifies by signing proposal to the Owner that no conflict of interest exists between Contractor and County that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the County.

Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this Request for Proposal and hereby submits this bid pursuant to such instructions and specifications.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS PROPOSAL_____

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS PROPOSAL

DATE

****RETURN THIS PAGE****

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 11/6/02

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, a political subdivision of the Commonwealth of Virginia or the School Board of Fauquier County, a body corporate and politic, or both. Bidder/Offeree or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeree's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/offerees to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeree's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeree has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeree should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeree to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeree UNOPENED, if solicitation number, acceptance date and Bidder/Offeree's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeree for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeree received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeree who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeree. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeree. Bidders/Offerees are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.

15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

SPECIFICATIONS

18. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
19. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
20. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

21. **Condition of Items:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

22. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
23. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2nd Floor, 320 Hospital Drive, Warrenton, Virginia.
24. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or

investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

25. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

26. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

27. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

28. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

29. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

30. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

31. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

30. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.

32. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
34. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
35. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

DELIVERY PROVISION

39. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
40. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
41. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
42. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
43. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the “Ship To” address indicated on the purchase order.
44. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
45. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. Purchase Order Number,

2. Name of Article and Stock Number,
3. Quantity Ordered,
4. Quantity Shipped,
5. Quantity Back Ordered,
6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

46. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
47. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.
48. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.